

Vernon Clyde James Martinez  
 Name  
1899 Pacheco St. Apt 1418  
Santa Fe, N.M. 87505  
 Address

FILED *HR*  
 UNITED STATES DISTRICT COURT  
 DISTRICT OF NEW MEXICO

2016 SEP 21 AM 11:33

CLERK-SANTA FE

UNITED STATES DISTRICT COURT  
 FOR THE DISTRICT OF NEW MEXICO

Vernon Clyde James Martinez, Plaintiff  
 (Full Name)

CASE NO. CV 16-1044

(To be supplied by the Clerk)

v.

, Defendant(s)

CIVIL RIGHTS COMPLAINT  
 PURSUANT TO 42 U.S.C. §1983

Coca Cola Bottling of Santa Fe, NM

A. JURISDICTION

- 1) Vernon Clyde James Martinez is a citizen of New Mexico  
 (Plaintiff) (State)  
 who presently resides at 1899 Pacheco St. Apt 1418, Santa Fe,  
New Mexico 87505 (Mailing address or place of confinement)

- 2) Defendant Kathy Hart is a citizen of  
 (Name of first defendant)  
Santa Fe, New Mexico, and is employed as  
 (City, State)  
Owner #1 Coca Cola Bottling of Santa Fe At the time the claim(s)  
 (Position and title, if any)  
 alleged in this complaint arose, was this defendant acting under color of state law?  
 Yes ☐ No ☒ If your answer is "Yes", briefly explain:

- 3) Defendant Jim Hart is a citizen of Santa Fe, New Mexico 87505, and is employed as Owner #2, Coca Cola Bottling Santa Fe, NM. At the time the claim(s) alleged in this complaint arose, was this defendant acting under color of state.  
 Yes ☐ No ☒ If your answer is "Yes", briefly explain:

(Use the back of this page to furnish the above information for additional defendants.)

- 4) Jurisdiction is invoked pursuant to 28 U.S.C. §1343(3), 42 U.S.C. §1983. (If you wish to assert Jurisdiction under different or additional statutes, you may list them below.) U.S. Constitution amend XIV, the right of equal protection and due process, Title VII, the American with Disabilities Act of 1990.

## B. NATURE OF THE CASE

- 1) Briefly state the background of your case.

Attached is documentation for the case discovery of video evidence, exposure to carbon monoxide poison, most exposure to carbon monoxide poison and the most extreme exposure carbon monoxide poison involving Fleet used by Coca Cola Bottling of Santa Fe, N.M. during my shift from 5:00AM - 1:30PM, at the above address. There is no statute of limitation until the cause of action accrues, as in this case. Civil rules that apply are the legal rules of "Res Judicata" and "Collateral Estoppel" apply to section 1983 claims. The judge in this case attached herein allowed this case to move for civil action, freed the state and WCA, representation Christopher T. Elmore from any further state action attached docket video #number 15-53963, and Verbatim 1.

### C. CAUSE OF ACTION

- 1) I allege that the following of my constitutional rights, privileges or immunities have been violated and that the following facts form the basis for my allegations: (If necessary, you may attach up to two additional pages (8 1/2" x 11") to explain any allegation or to list additional supporting facts.

A)(1) Count I: Plaintiff bears the burden, therefore, of presenting evidence of all expenses incurred; medical and psychiatric expenses, lost wages and damages due to pain and suffering, emotional distress and damage to reputation.

(2) Supporting Facts: (Include all facts you consider important, including names of persons involved, places and dates. Describe exactly how each defendant is involved. State the facts clearly in your own words without citing legal authority or argument.)

Plaintiff is under a burden to mitigate his damages and the award of damages may be reduced by this Court under the, "Federal Rules of Civil Procedure.

B)(1) Count II: Medical statements from workman's compensation claim, medical statements from St. Vincent's Regional Medical Center, complaints to management that were completely ignored at my request.

(2) Supporting Facts: Attached discovery reports trying to resolve the matters of this chronic exposure to exhaust during my employment at Coca Cola Bottling of Santa Fe, NM.

C)(1) Count III: Mental anguish; attached the supporting medical documents from Ron Press, primary physician.

(2) Supporting Facts: The supporting video of chronic exposure to exhaust from the fleet at Coca Cola Bottling in Santa Fe, New Mexico.

D) PREVIOUS LAWSUITS AND ADMINISTRATIVE RELIEF

1) Have you begun other lawsuits in state or federal court dealing with the same facts involved in this action or otherwise relating to the conditions of your imprisonment?

Yes ☐ No ☒ If your answer is "YES", describe each lawsuit. (If there is more than one lawsuit, describe the additional lawsuits on another piece of paper, using the same outline.)

a) Parties to previous lawsuit.

Plaintiffs: \_\_\_\_\_

Defendants: \_\_\_\_\_

b) Name of court and docket number:

c) Disposition (for example: Was the case dismissed? Was it appealed? Is it still pending?)

d) Issues raised: \_\_\_\_\_

e) Approximate date of filing lawsuit: \_\_\_\_\_

f) Approximate date of disposition: \_\_\_\_\_

- 2) I have previously sought informal or formal relief from the appropriate administrative officials regarding the acts complained of in Part C. Yes ☐ No ☒ If your answer is "Yes", briefly describe how relief was sought and the results. If your answer is "No," briefly explain why administrative relief was not sought.

E. REQUEST FOR RELIEF

- 1) I believe that I am entitled to the following relief:  
*As a continuing result of the disease "chronic obstructive pulmonary disease, I am entitled to \$450,000.00, compensatory damages plus punitive should this case go to jury."*

\_\_\_\_\_  
Signature of Attorney (if any)

*Vincent M. [Signature]*  
\_\_\_\_\_  
Signature of Petitioner

Attorney's full address and telephone number.

DECLARATION UNDER PENALTY OF PERJURY

The undersigned declares under penalty of perjury that he is the plaintiff in the above action, that he has read the above complaint and that the information contained therein is true and correct. 28 U.S.C. Sec. 1746. 18 U.S.C. Sec. 1621.

Executed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_.  
(Location) (Date)

\_\_\_\_\_  
(Signature)



## RENTAL AGREEMENT

### TRES SANTOS APARTMENTS

1899 Pacheco Street, Santa Fe, New Mexico 87505

Telephone: (505) 988-2846 • Fax: (505) 988-2246

This Rental Agreement (the "Rental Agreement") is executed by and between Kay-Kay Management Services NM, Inc., as agent (hereinafter "Owner") and (1) Vernon Martinez, (2) N/a, (3) N/a and (4) N/a (collectively the "Resident") who agree jointly and severally to rent apartment number 1418 (the "Premises") at Tres Santos Apartments, 1899 Pacheco Street, Santa Fe, NM 87505 (the "Property") on the terms and conditions set forth herein. Occupancy is limited to the Residents named herein, and 0 minor children as detailed on the Rental Application.

**TERM:** This Rental Agreement shall commence on the 1 day of July, 2016, and shall expire on the last day of July, 2017 (the "Expiration").

**RENT:** The periodic rental payment (the "Rent") shall be \$ 734.00 per month and is comprised of the following: Base Rent of \$ 734.00 per month and options of \$ 0 per month. Resident requests the following option(s): Month-to-Month \$ 0; Pet Rent \$ 0.

The Base Rent on the Premises is determined based upon the median income for McKinley County, New Mexico, which is adjusted annually by HUD. Upon promulgation by HUD of the new income tables, Owner may adjust rents pursuant to the program limits upon 30 Day Notice to Resident of any such adjustment. Notwithstanding the above, Owner agrees that any interim increase permitted by the program shall not exceed \$20 per month.

Resident agrees, pursuant to Section 15 G of the Act, that Owner may allocate any payments by Resident to any outstanding charges owed to Owner. Resident specifically authorizes Owner to allocate payments to unpaid deposits, damages, late charges, termination fees and other lawful outstanding charges, regardless of whether Resident designates the payment as rent.

**PRORATION:** In the event that this Rental Agreement commences on a date other than the FIRST day of the month, the Rent for the partial month shall be computed based upon a daily rate equal to 1/30th of the monthly Rent, and shall be due as described in (B) below:

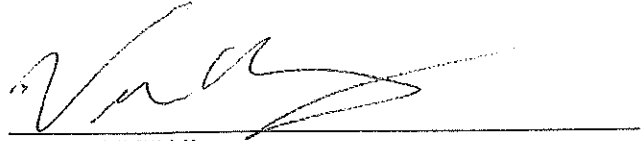
- (A) \$ N/a due at move-in.
- (B) \$ N/a payable on the 1st day of the month following move-in (second month pro-rated).
- (C) \$ 734 commencing on the 1st day of the month of July, 2017, and thereafter on the 1st day of each succeeding month.

THIS RENTAL AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.

*Si usted no comprende ingles y le gustaria una explicación de este contrato, favor de venir a la oficina durante las horas regulares. Una persona en nuestra oficina traducira este contrato con mucho gusto.*

Dated this 22 day of June, 2016.

  
Kay-Kay Management Services NM, Inc.,  
Managing Agent

  
RESIDENT (1)

\_\_\_\_\_  
RESIDENT (2)

\_\_\_\_\_  
RESIDENT (3)

\_\_\_\_\_  
RESIDENT (4)

**FOR OFFICE USE ONLY**

- |   |  |
|---|--|
| <input type="checkbox"/> Initial Rental Agreement | <input type="checkbox"/> Option Addendum |
| <input type="checkbox"/> Renewal Rental Agreement | <input type="checkbox"/> Pet Addendum    |
|   | <input type="checkbox"/> Other Addendum  |



Resident understands that the representations made by Resident in the rental application are material terms of this Agreement. Any false representations or failure to answer any question contained in the rental application, credit application or in any other materials submitted by Resident to Owner shall be a material breach of this Agreement, and Owner may proceed to issue the appropriate notice of default upon discovering the false representation.

**SECURITY POLICY: No Representations.** Resident acknowledges that Owner has not made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. **No Warranty or Guarantee.** Resident acknowledges that Owner has made no warranty or guarantee as to the safety or security of Resident, their guests, or invitees against the criminal or wrongful acts of third parties. Resident, guests, and invitees are responsible for protecting their own person and property. **No Reliance on Security Devices or Measures.** Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Resident acknowledges that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist. Resident shall not take any action to override security measures, including propping open doors or disabling locks.

**MOLD AND MILDEW:** Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. Resident agrees to clean and dust the unit on a regular basis, and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Resident agrees to use the bathroom fan when bathing or showering, and will allow the fan to run until all excess moisture has been vented from the bathroom. Resident also agrees to use the exhaust fan in the kitchen when cooking, and will allow the fan to run until all excess moisture has been vented from the kitchen. Resident agrees not to block or cover any of the windows, or heating ventilation or air conditioning ducts in the unit. Resident also agrees to immediately report to the Management Office: (1) any evidence of a water leak or excessive moisture in the unit, as well as in any storage room, garage, or other common area; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation, or air conditioning system in the unit; and (4) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the unit and Resident's property as well as personal injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this paragraph.

**FAIR HOUSING ACCOMMODATIONS:** This Property is dedicated to honoring Federal and New Mexico Fair Housing laws. Accommodations will be made/allowed as reasonably necessary to the policies and regulations of the Community in order to enable Residents with disabilities to utilize the rental Premises. The Community reserves the right to require reasonable medical evidence of the disability and that the requested accommodation is necessary. Resident may be required to restore the Premises to its prior condition, if failure to make restoration would interfere with the Owner's or next Resident's use and enjoyment of the Premises.

**AUTHORIZATION:** The parties hereby authorize Owner to make available information concerning this residency, upon request, during or after the term of this residency. Resident expressly releases Owner from any liability for disclosure of any information related to the tenancy of the Resident.

**AUTHORIZED REPRESENTATIVE:** Resident hereby authorizes the following person to act as Resident's "Authorized Person" in the event of an emergency. The Authorized Person has authority to terminate the contract and remove personal property in the event all signatories are deceased or otherwise unable to act:

exceed our two persons per bedroom occupancy limit. Resident further understands that should additional occupant(s) take up residency without advance Management approval, it is a default under the Rental Agreement and the entire household will be subject to eviction or non-renewal and damages as provided by law.

**DISCLOSURE:** Kay-Kay Management Services NM, Inc. is authorized to manage the Premises and Property, receive rents, execute rental agreements, enforce rental agreements, and receive legal notices on behalf of Santa Fe Senior Housing, LLC, the Owner of the Property. Notices are to be delivered to 1899 Pacheco Street, Santa Fe, NM 87505 by certified mail. Notices may also be delivered to Michael Kotin, the Designated Broker of Kay-Kay Management Services NM, Inc., at 6908 E. Thomas Road, Suite 300, Scottsdale, Arizona 85251.

Resident acknowledges that **Tres Santos Apartments** is operated pursuant to the rules and regulations of the Federal Low Income Housing Tax Credit program (the "Program"). The Program provides for a specific maximum monthly rent which may be charged for the Premises, which amount is subject to annual adjustment based upon median incomes as determined by HUD. The Program also requires that the Property be leased to "Qualified Households" as defined by Section 42 of the Internal Revenue Code. At this Property, Qualified Households must meet certain income limitations. Resident agrees to notify Owner immediately of any material changes in income, number of persons residing within the Premises, or enrollment as a full-time student. Resident acknowledges that certain units at the Property may also be designated as HOME units and, as such, are subject to similar (but not necessarily identical) restrictions as contained in the Program. In the event that Owner determines that the Premises are to be designated as a HOME unit, Resident agrees to provide such additional documentation as to household constituency and income as may be required by Owner to remain in compliance with the HOME program.

Resident acknowledges that rental rates at the Property are based, in part, upon estimated utility usage within the Premises. Resident hereby authorizes any utility provider to release usage information on the Premises to Owner.

Resident acknowledges that this Rental Agreement shall terminate at the Owner's option upon a 30 Day Notice in the event all household members become full-time students and the household is not eligible for student status exemption. Concession recapture and early termination fees shall be due and payable should this occur.

Resident agrees that 90 days prior to the Expiration or at other such time as determined by Owner, Resident will submit to Owner all documentation required by Owner necessary to insure that Resident remains a Qualified Household. In the event that Resident fails to deliver such information or Owner determines (whether in connection with a renewal or otherwise) that Resident is no longer a Qualified Household under the Program, Resident agrees to vacate the Premises upon the earlier of the Expiration or upon a written 30 Day Notice from Owner of non-qualifying status.

It is specifically agreed that each obligation of the Rental Agreement, Application and Certification is material, and that violation of any obligation or misrepresentation of any information shall constitute a breach of the Rental Agreement. Resident is fully aware that this Rental Agreement may not be canceled or otherwise terminated prior to its Expiration without the written consent of Owner. Abandonment of the Premises or termination of the Rental Agreement for breach will not release Resident from the obligation to pay future Rent payments as provided for herein.

☒ Name: Kathy Porter

Telephone: 505-438-4922

☐ No Authorized Person appointed

Failure to designate a person to be responsible for Resident's personal property may result in the Owner disposing of the property, should Resident die during the term of this Rental Agreement.

**RESIDENT GRIEVANCES:** Should you be dissatisfied with our staff or their service, or feel that you are the victim of unlawful housing discrimination, please contact the Leasing Committee at our corporate office at LC@kay-kay.biz, or phone us at 1-888-8KAYKAY (1-888-852-9529), extension 161.

**WAIVER:** Failure of Management to insist upon strict compliance with the terms of this Rental Agreement shall not constitute a waiver of Management's right to act on any violation.

**SEVERABILITY:** If any provision of this Rental Agreement is invalid under applicable law, such provisions shall be ineffective to the extent of such invalidity only, without invalidating the remainder of this Rental Agreement.

**REMEDIES CUMULATIVE:** All remedies under this Rental Agreement or by law or equity shall be cumulative.

**NEW MEXICO UNIFORM LANDLORD-TENANT RELATIONS ACT:** Resident may obtain a copy of the act at <https://www.nmbar.org/Public/publicpubs/landlordtenantrelations.html>.

*[The remainder of this page was intentionally left blank.]*

**DEPOSITS & FEES:** [ ] Upon execution of this Rental Agreement, or [✓] Owner acknowledges prior receipt of a refundable security Deposit (the "Deposit") from Resident in the amount of \$ 300.00.

Such Deposit will be refunded to Resident as provided for herein. Resident acknowledges that the Deposit cannot be applied towards the Rent which must be paid in full when due. Additionally, Owner acknowledges receipt of a Pet Deposit (the "Pet Deposit") from Resident in the amount of \$ 0. Resident has also deposited \$ 0 as last month's rent. See our Security Deposit Policy Memorandum.

Deposits may increase or decrease during the term of the Rental Agreement for many reasons; therefore, this amount is not absolute. Changes shall be documented by accounting records and written notice.

**UTILITIES:** RESIDENT agrees to pay for the following utilities:

- ☒ Air conditioning (electric)
- ☒ Cooking (electric)
- ☒ General plug-ins (electric)
- ☒ Heat (electric)
- ☒ Hot water (electric)
- ☐ Rubbish removal
- ☒ Sewer
- ☒ Water
- ☐ List any Resident-supplied appliances:

OWNER agrees to provide for the following utilities/appliances/amenities:

- |   |  |
|---|--|
| <input type="checkbox"/> Air conditioning           | <input type="checkbox"/> Cable (basic)           |
| <input type="checkbox"/> Cooking                    | <input checked="" type="checkbox"/> Dishwasher   |
| <input type="checkbox"/> General plug-ins           | <input type="checkbox"/> Fire extinguisher       |
| <input type="checkbox"/> Heat                       | <input type="checkbox"/> HVAC                    |
| <input type="checkbox"/> Hot water                  | <input type="checkbox"/> Microwave               |
| <input checked="" type="checkbox"/> Rubbish removal | <input checked="" type="checkbox"/> Refrigerator |
| <input checked="" type="checkbox"/> Sewer           | <input checked="" type="checkbox"/> Stove        |
| <input checked="" type="checkbox"/> Water           | <input type="checkbox"/> Washer/Dryer            |

*Water Included*

For services(s) noted above that will be paid by Resident, account(s) shall be established by Resident directly with the appropriate utility company(ies). Utilities must remain on during all periods of occupancy. At Resident's option, cable television and telephone are also available at Resident's expense, accounts for which shall be established by Resident directly with the appropriate utility company. If applicable, any rental taxes due under this Agreement shall be paid by Owner.

**LATE FEES & OTHER CHARGES:** The Rent is due and payable in advance no later than 5:00 p.m. on the FIRST day of each month. Any Rent received after 5:00 p.m. on the 5th day will be considered delinquent and will be subject to late charges as hereinafter defined. Rent may be paid at the Management Office by personal check, cashier's check or money order; however, no personal checks can be accepted after 5:00 p.m. on the 5th of the month. If Rent is mailed or deposited in a drop box, it is not considered received until Management has actually received that payment. Resident further understands that Management has provided the drop box solely for the convenience of Resident. Resident further acknowledges that use of a drop box or mail may not be secure and agrees that he/she has opted to use it at his/her own risk. In the event that Resident's payment is lost or stolen from the drop box, Resident agrees to promptly remit another payment and to seek reimbursement from the issuer of the check or money order. Any payment made after 5:00 p.m. on the 5th of the month must be made by cashier's check or money order only. Cash payments and second party checks will not be accepted. Payment should be made payable to **Kay-Kay Management Services NM, Inc., or Tres Santos Apartments**. Resident agrees to pay as additional rent no later than the court date (if legal action has commenced), or the next rental due date, whichever first occurs:



**ACCESS:** As required by statute, Resident shall not unreasonably withhold consent for Owner to enter the Premises in order to inspect the Premises, make necessary repairs or services, deliver legal notices, and verify occupancy. Owner may also allow a licensed exterminator to enter the Premises for the purpose of pest control. Except in the case of emergency or if it is impractical to do so, Owner shall give Resident at least 24 hours notice of Owner's intent to enter the Premises. Resident agrees to permit Owner to show the Premises to prospective residents upon two days notice. Tax credit compliance monitoring agents, as well as lenders or Owners, may participate in inspections. After hours and/or weekend appointments will be accommodated if possible; however, an additional charge may apply. Owner may access the Premises within seven days of receipt of a service request without additional notice, as provided in Title 47, Art. 8, §47-8-24 of the New Mexico Uniform Owner-Resident Relations Act.

**ALTERATION OF PREMISES:** Resident may not alter the Premises in any manner without Owner's prior written consent. Alteration includes, but is not limited to, painting, wallpaper, changing of locks, or modification of electrical appliances. Waterbeds are not permitted, unless proof of current renter's insurance is provided prior to move-in. Requests for modification by persons with disabilities should be made in writing, if possible.

**MAINTENANCE OF PREMISES:** Resident has examined the Premises and acknowledges that it is clean and in satisfactory physical condition, order and repair, and has been provided a written Condition Checklist. Throughout the period of occupancy, Resident agrees to maintain the Premises in the same condition, reasonable wear and tear excepted. Resident shall maintain the Premises in a neat, clean and undamaged condition and, in particular, shall comply with all applicable provisions of building codes regarding public health and safety. Resident agrees to (a) dispose of all ashes, rubbish, garbage and waste in a clean and safe manner; (b) use all plumbing, electrical, sanitary, heating, ventilating, air conditioning facilities and appliances in a safe and reasonable manner; (c) generally conduct himself and invited guests in a manner so as not to disturb other Residents, deface, damage, or otherwise harm any part of the Premises; and (d) shall promptly report any maintenance needs to Owner. Resident shall be responsible for all glass on the Premises, as well as all doors and door frames. Owner shall at all times comply with the requirements of all applicable building codes and shall make all repairs necessary to keep the Premises and Property in a fit and habitable condition. Resident shall be billed for damages upon discovery and shall pay as provided in this contract.

Resident understands that recreational facilities, pools, exercise equipment and other amenities which do not affect the habitability of the Premises may be closed either temporarily or permanently, and such closure shall not be a breach of this agreement or grounds for abating rent.

**OWNER'S LIABILITY:** OWNER SHALL NOT BE LIABLE FOR ANY INJURY TO ANY PERSON OR DAMAGE OR LOSS TO ANY PROPERTY UNLESS SUCH HARM OR DAMAGE IS DUE TO THE SPECIFIC NEGLIGENCE OF OWNER. OWNER STRONGLY RECOMMENDS THAT RESIDENT SECURE RENTER'S INSURANCE TO PROTECT AGAINST LIABILITY, PROPERTY DAMAGE AND CASUALTY LOSSES. IF FOR ANY REASON OWNER AGREES TO RENDER SERVICES SUCH AS HANDLING FURNITURE, CLEANING, DELIVERING OR ACCEPTING PACKAGES, OR PROVIDING ACCESS, RESIDENT SPECIFICALLY AGREES TO HOLD OWNER HARMLESS FROM ALL LIABILITY IN CONNECTION WITH SUCH SERVICES TO THE EXTENT PERMITTED BY LAW.

**PETS:** No more than one pet per apartment is permitted at **Tres Santos Apartments**. A signed agreement is required, and an additional security deposit must be paid prior to bringing a pet to the Property. Pet weight limits for mature pets shall not exceed 25 pounds. Maintaining an unauthorized or prohibited pet in your apartment will be considered a material breach of your Rental Agreement. Such action shall result in the assessment of unauthorized pet fees and notice of material breach of the Rental Agreement. Failure to cure the breach may result in the termination of your Rental Agreement and legal action against you for possession and damages. These restrictions do not apply to assistive animals required to accommodate persons with disabilities. Assistive animals needed to assist residents with disabilities shall be reasonably accommodated. All deposits and pet rent shall be waived upon receipt of proper documentation.

**ASSIGNMENT:** Resident shall not sublet, transfer, or assign this Rental Agreement, the Premises, or any part thereof, without Owner's prior written consent. Owner may permit changes of one Resident with the full release of such Resident only upon application by a replacement Resident, verification of credit, income, criminal background and rental history, and written modification of the Rental Agreement.

**VISITORS:** Resident agrees to abide by all Rules and Regulations pertaining to visitors. Breach of Rules and Regulations pertaining to visitors will be considered a default under this Rental Agreement. Only persons listed herein and temporary guests registered with the Management Office and residing for less than nine days may occupy the Premises. Resident acknowledges that Resident shall be held responsible for the actions of Resident's guests who violate the Rental Agreement or Rules and Regulations.

**RULES AND REGULATIONS:** Resident agrees to comply with all occupancy Rules and Regulations governing the Property, whether now in effect or hereinafter promulgated and delivered to Resident. Resident acknowledges receipt of a copy of the Rules and Regulations in effect as of the date hereof.

Resident shall, at all times, comply with civil and criminal law. Resident shall not possess, consume or distribute any illegal drug or controlled substance as defined by both state and federal law. Resident shall not behave in any manner which would violate the law, pose a danger to other Residents or constitute a nuisance. A violation of this paragraph, which is a "Substantial Violation" of the Rental Agreement as defined by New Mexico Law; may be cause for Owner to terminate this Rental Agreement and file for eviction within as little as three days.

**EXPIRATION:** At Expiration, this Rental Agreement shall automatically create a month-to-month tenancy unless: (a) Owner has provided Resident with written notice of intent not to extend the Rental Agreement on a month-to-month basis, notice of which must be delivered to Resident at least 30 days prior to the Expiration; or, (b) **Resident has delivered a written 30 Day Notice to Owner of Resident's intent to vacate the Premises by the Expiration.** All signatories to the Rental Agreement must sign the Notice or it will not be valid. Failure by Resident to provide such notice of intent to vacate shall be deemed an election to continue the Rental Agreement on a month-to-month basis.

Resident acknowledges that renewal rates and month-to-month tenancy rates may result in an increase in the Rent. Owner will provide Resident with notice of any such increase at least 30 days prior to the Expiration. Owner reserves the right to deny renewal of this Rental Agreement or to extend the Expiration on a month-to-month basis. Owner may require the execution of a new Rental Agreement for a month-to-month tenancy.

**MONTH-TO-MONTH TENANCY:** Should this Rental Agreement create a month-to-month tenancy, the Expiration shall be extended on a month-to-month basis. The Rental Agreement may be canceled by either party upon written Notice to the other party at least 30 days in advance of the next rental due date. Mid-month move-outs will be assessed Rent for the full month, unless 30 days Notice is provided in addition to the number of days to be prorated in the partial month. All signatories to the Rental Agreement must sign the Notice or it will not be valid.

**SECTION 8:** It is specifically understood that should Resident become eligible for Section 8 housing assistance, the applicable Resident rent and responsibility for utilities shall be governed by the Section 8 lease or contract. Should Resident lose their Section 8 benefits at any time during this Rental Agreement, the rental rate and utility allowance as stated herein shall resume. The Section 8 agreements shall prevail in the event of conflict with this Rental Agreement.

**EARLY TERMINATION:** Resident may request early termination of the Rental Agreement upon delivery to Owner of proper 30 Day Notice and payment of one month's rent (in addition to the rent during the 30 Day Notice period) as liquidated damages and not as a penalty. Such notice must be made 30 days in advance of the next rental due date. Early termination can be requested for any reason. Concessions, if any, shall also be reimbursed.

Notwithstanding the above, any termination fee and notice provisions will be waived for households with military personnel qualifying under the Servicemembers Civil Relief Act.

**SECURITY DEPOSIT POLICY:** The Deposit is collected to assure Resident's compliance with the terms and conditions of this Rental Agreement. The Deposit shall be held, applied and refunded pursuant to law. If any portion of the Deposit is retained by Owner, written notice to Resident detailing the reason for such retention shall be provided within 30 days of Resident's surrender of the Premises and demand therefor. It is specifically understood that application of any Deposit towards Rent, damages, or other charges does not constitute a limit to Owner's legal rights to all such sums due.

Owner will refund to Resident all Deposits held upon the occurrence of all of the following events: (a) Resident has complied with all conditions of this Rental Agreement, including the payment of all sums due for Rent for the entire term of the Rental Agreement, damages and other charges; (b) Resident has provided Owner with proper written notice of Resident's intent to vacate; and (c) Resident surrenders all keys, parking permits, and property owned by Owner.

Resident acknowledges that the Deposit may be held in the general operating account of Owner. No interest shall be due or payable on Deposits unless required by law. Any monies held by Owner, including pre-paid amounts, pet, key or other deposits, may be applied to any charges due.

**HOLDOVER RESIDENTS:** A holdover tenancy will be created if the Resident fails to vacate the Premises on or before the termination, expiration, or date promised by agreement. As provided by law, a holdover Resident will be responsible for damages, which may be significant.

**HOUSEHOLD COMPOSITION:** The household is comprised of the persons listed on the Application and Resident Income Certification. Resident certifies that they do not anticipate the addition of any occupants during the period of their occupancy, including any renewals, except as disclosed in writing or born during the term of the Rental Agreement. Should another person(s) desire to take up residency, Resident must notify the office and requalify. Rents may increase and Owner may refuse to allow the additional person(s) if they cause the household to exceed available income limits, fail to meet our qualification standards, or

WORKERS' COMPENSATION ADMINISTRATION

FILED IN THIS OFFICE

JUN 28 2016

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO

NM WORKERS' COMPENSATION  
ADMINISTRATION

HEARING LOG

VERNON MARTINEZ

Worker

v.

COCA COLA BOTTLING CO/NATIONAL FIRE INS CO OF  
HARTFORD C/O CNA

Employer / Insurer

WCA #: 15-53963

JUDGE: REGINALD WOODARD

TYPE OF PROCEEDINGS: LST

FOR THE WORKER:  
PRO SE

FOR THE EMPLOYER/INSURER:  
JEFF STRADLING

MONITOR: DEBORAH CAMPBELL

DATE: JUNE 28, 2016

COURTROOM#: 1

BEGIN TIME: 11:09 AM

END TIME: 11:16 AM

LEGEND

J-Judge

W-Worker's Attorney

E-Employer's Attorney

C-Compliance

U-UEF

OBJ-Objection

DEX-Direct Exam

XEX-Cross Exam

RDEX-Re-Direct Exam

RXEX-Re-Cross Exam

COMMENTS: \_\_\_\_\_

358 0



<b>Description</b>	15-53963/WOODARD/DJC/LST VERNON MARTINEZ V COCA COLA BOTTLING CO/NATIONAL FIRE INS CO OF HARTFORD C/O CNA		
<b>Date</b>	6/28/2016	<b>Location</b>	CRM1
<b>Time</b>	<b>Speaker</b>	<b>Note</b>	
<u>11:09:07 AM</u>	J	CONVENES HEARING	
<u>11:09:15 AM</u>		APPEARANCES PRO SE (W) JEFF STRADLING (E)	
<u>11:09:38 AM</u>		FULL AND FINAL	
<u>11:09:52 AM</u>		SWEARS IN WORKER	
<u>11:10:08 AM</u>		FULL AND FINAL CLOSURE FOR \$6000.00 YES AGREES CAN'T EVER COME BACK FOR ANY MORE BENEFITS MEDICAL STOPS YES UNDERSTANDS	
<u>11:11:17 AM</u>		NO THREATS NO PROMISES NOT IMPAIRED TODAY UNDERSTANDS TERMS AND QUESTIONS	
<u>11:11:39 AM</u>		RIGHT TO TRIAL YES UNDERSTANDS WAIVES TRIAL NOT ON SSD NOT APPLYING	
<u>11:12:18 AM</u>		RIGHT TO COUNSEL YES UNDERSTANDS WAIVES COUNSEL HAS THOUGHT ABOUT IT HAVE ANSWERED ALL QUESTIONS IS IN BEST INTEREST WANTS APPROVAL	
<u>11:13:28 AM</u>		APPROVES AGREEMENT WORKER UNDERSTANDS TERMS RIGHTS AND PROCEEDING IS IN BEST INTEREST OF ALL PARTIES	
<u>11:14:39 AM</u>	E	CHECK ASAP MAILED TO WORKER	
<u>11:15:13 AM</u>	J	ADJOURNED	

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**INVOICE FOR PAYMENT**

DATE: 9/16/2016

WCA#: 15-53963

WORKER'S NAME: Vernon Martinez

TITLE OF PLEADING OR PLEADINGS: \_\_\_\_\_

DATE PLEADING/HEARING: 6/28/2016

FIRM/ATTY'S NAME: \_\_\_\_\_

PHONE#: \_\_\_\_\_ FAX: \_\_\_\_\_

REQUESTOR'S NAME: Vernon Martinez

CLERK TAKING REQUEST: Liz Zon / WCA Records Dept

PARTY TO CASE? YES \_\_\_\_\_ NO: \_\_\_\_\_ OTHER: \_\_\_\_\_

NO. PAGES: \_\_\_\_\_ x 25 Cents EA. = \_\_\_\_\_

NO. TAPES: \_\_\_\_\_ @ \$4.00 EA. =: \_\_\_\_\_

NO. CD'S: 1 @ \$4.00 EA. =: \$4.50

FORMAT: FTR \_\_\_\_\_ WMA \_\_\_\_\_

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FREE Download can be obtained at <http://www.fortherecord.com/products/ftr-gold/>

CERTIFIED COPIES: @ \$1.50 CHARGE FOR FIRST PAGE ONLY (with stamp on first page) =:

POSTAGE DUE: \_\_\_\_\_

Total Due: \_\_\_\_\_

TOTAL COST DUE MADE OUT TO WCA OR WORKERS' COMPENSATION  
 ADMINISTRATION (CK OR MO) \$4.50

DATE WCA FAXED INVOICE: \_\_\_\_\_

Contacted BY: Liz: 1-505-841-6061

Remit Payments to:	New Mexico Workers' Compensation Administration PO Box 27198 Albuquerque, NM 87125-7198 Attn: Clerk of the Court	Internal Use Only Paid: _____ Date: _____ Initials: _____
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